



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **WM-8**

June 6, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO FUND A STUDY TO ASSESS THE IMPACTS OF AERIAL DEPOSITION
ON THE BENEFICIAL USES OF THE SANTA MONICA BAY
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement with the Southern California Coastal Water Research Project (SCCWRP) in the amount of \$100,000 to develop the second phase of the Aerial Deposition Study to determine the load and the impacts of aerial pollutant deposition on the Santa Monica Bay. This study will assist the County in better understanding the sources of pollution to the Santa Monica Bay and will assist us in developing strategies to meet future water quality objectives.
2. Instruct the Chairman to sign the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The NPDES Permit mandates and future Total Maximum Daily Loads (TMDL) require a good understanding of where sources of pollution are generated and feasible methods to control them. The study will continue investigating the sources and magnitude of aerial deposition on the quality of surface-water runoff in the Santa Monica Bay.

The Honorable Board of Supervisors
June 6, 2002
Page 2

In February 1999, your Board approved Agreement No. 72038 with the SCCWRP to conduct the first phase of the study. The results of the Phase I Study indicated that aerial deposition appears to be a large source of trace metals to Santa Monica Bay relative to other sources. Most deposition to the Bay and its watershed comes from sources within the watershed as opposed to wind blown from other areas.

The Phase II Study is to further investigate the sources of the metals and evaluate nutrient deposition.

Implementation Of Strategic Plan Goals

The study is consistent with the County Strategic Plan Goal of Organizational Effectiveness because the required services or sufficient staff are not readily available to perform the work.

FISCAL IMPACTS/FINANCING

The cost to the County for this Agreement is \$100,000. Sufficient funds for this study have been allocated in the Fiscal Year 2001-02 Flood Control District and the Road funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been approved and properly executed by the SCCWRP and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for the award of this Agreement. Any project that may be proposed as a result of these services will undergo the appropriate environmental review and processing.

The Honorable Board of Supervisors
June 6, 2002
Page 3

CONTRACTING PROCESS

The County is agreeing to fund a portion of the Phase II Study. Other contributors to this study are the Santa Monica Bay Restoration Project and the California Regional Water Quality Control Board, Los Angeles Region. SCCWRP and the Santa Monica Bay Restoration Project both approached the County to solicit support and continued funding of the study.

IMPACTS ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three approved copies of this letter and three approved copies of the enclosed Agreement to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

OA:ro
A:\aerial deposition.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California, herein referred to as "COUNTY," and the Southern California Coastal Water Research Project (SCCWRP), a joint powers agency. COUNTY and SCCWRP are hereinafter referred to as "PARTY," or collectively as "PARTIES."

W I T N E S S E T H

WHEREAS, a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit was issued to the COUNTY by the California Regional Water Quality Control Board (CRWQCB), Los Angeles Region, on December 13, 2001; and

WHEREAS, the NPDES Permit mandates that the COUNTY monitor and analyze stormwater quality, and create various programs for managing and improving stormwater runoff quality; and

WHEREAS, the COUNTY and SCCWRP entered into Agreement No. 72038 on February 16, 1999, to conduct an Aerial Deposition Study hereinafter referred to as "STUDY" in cooperation with the University of California at Los Angeles (UCLA) and under the auspices of the Santa Monica Bay Restoration Project (SMBRP) to help the COUNTY understand and evaluate the extent, if any, that the air pollution problem impacts the water quality in the Santa Monica Bay; and

WHEREAS, the COUNTY and SCCWRP agree, understand and contemplate that the STUDY would be completed in phases; and

WHEREAS, Agreement No. 72038, provided for the partial funding for the first phase of the STUDY hereinafter referred to as PHASE I in the amount of Seventy-five Thousand Dollars (\$75,000); and

WHEREAS, additional data collection, analyses, and modeling is needed to continue the STUDY; and

WHEREAS, COUNTY, SCCWRP, SMBRP and UCLA desire to begin the second phase of study and set forth the rights and obligations of each of the PARTIES with regard to the second phase of the STUDY, hereinafter referred to as "PHASE II;" and

WHEREAS, PHASE II will be partially funded through a contribution from the COUNTY of One Hundred Thousand Dollars (\$100,000); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES and of the premises herein contained, it is agreed hereby to as follows:

(1) COUNTY AGREES:

To pay SCCWRP for the chemical analyses of the 900 samples to be taken at 100 locations under Tasks 2 and 3 as discussed in Attachment A, dated September 25, 2001, in an amount not to exceed One Hundred Thousand Dollars (\$100,000).

(2) SCCWRP AGREES:

- c. To use County funds in a manner as set forth in Section 1 above.
- d. To provide the COUNTY with quarterly invoices computed as a percentage of work completed.
- e. To conduct the STUDY as follows and outlined in Attachment A.
- f. To coordinate its portion of the investigation with UCLA's Air Sampling and Modeling. The Institute of the Environment of UCLA will be conducting this sampling and modeling using the UCLA Surface Meteorology and Ozone Generation Model.
- g. To cooperate with the SMBRP, which will serve as the project coordinator of this investigation.
- h. To provide Quarterly Progress Reports to the COUNTY and the SMBRP during the course of PHASE II.
- i. To submit a draft of the Final Report to the COUNTY and the SMBRP for comments during PHASE II (December 31, 2004).
- j. To submit the Final Report to the COUNTY and the SMBRP 30 days after receiving all comments from stakeholders.

(3) COUNTY AND SCCWRP MUTUALLY AGREE:

- a. That neither COUNTY nor any agent, officer, or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or intentional acts of omissions on the part of the SCCWRP under or in connection with any work, authority, or jurisdiction delegated to the SCCWRP. It is also

understood and agreed that, pursuant to Government Code, Section 895.4, the SCCWRP shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed by injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or intentional acts or omissions on the part of the SCCWRP under or in connection with any work, authority or jurisdiction delegated to the SCCWRP under this Agreement.

- b. That the total cost of PHASE II is \$300,000 and its funding will be accomplished as follows:

i.	COUNTY	\$100,000
ii	SMBRP	\$100,000
ii	LARWQCB	\$100,000

- c. That PHASE II will be divided into three tasks: 1) The first task is the resolution of Particulate Sources, which will be conducted by UCLA at a cost of \$15,000; 2) the second task is the Modeling of Nutrient Deposition and Sampling, which will be conducted by UCLA at a cost of \$50,000; and 3) the third task is the investigation of the local coarse particulate deposition and the fate transport in the runoff, which will be conducted by the SCCWRP and UCLA at a cost of \$235,000.
- d. The COUNTY shall have the right to access and use the data collected by the SCCWRP under this agreement, without charge, upon a written request.

(4) TERMINATION:

- a. If the SCCWRP fails to complete the Tasks of the Aerial Deposition Study, this Agreement will be terminated and all unspent monies shall be returned to the COUNTY.
- b. Within 30 calendar days of receipt of notice of termination of this Agreement, the SCCWRP shall provide COUNTY with a cumulative report in a form capable of assimilation and use by COUNTY. Said report shall consist of all documents and data accumulated to the date of termination. The COUNTY shall have the right to assess and use the data collected under this agreement, without charge, upon a written request. The Data shall be delivered in electronic format using current available software agreed to by both parties.

- c. Termination for noncompliance with child support requirements:

The SCCWRP shall maintain compliance with requirements of County's Child Support Compliance Program. Failure of the SCCWRP to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Agreement.

(5) ENTIRE AGREEMENT:

This document and Attachment A hereto constitute the entire Agreement between the COUNTY and the SCCWRP and may be modified only by further written agreement between the two parties hereto. Any such modification shall not be effective unless and until approved by a duly authorized representative of the SCCWRP and, in the case of COUNTY, by the Chair of the Board of Supervisors.

(6) EVENTS OF DEFAULT:

The SCCWRP and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the SCCWRP, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of the SCCWRP or any County Lobbyist or County Lobbying firm retained by the SCCWRP to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

(7) CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:

Should the SCCWRP require additional or replacement personnel after the effective date of this Agreement, the SCCWRP shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the SCCWRP.

(8) GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The SCCWRP agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the SCCWRP's operations or its services, which

result from bodily injury, death, personal injury, or property damage (including damage to the SCCWRP's property). The SCCWRP shall not be obligated to indemnify for liability and expense arising from the active negligence of the COUNTY.

(9) TERMINATION FOR IMPROPER CONSIDERATION

The COUNTY may, by written notice to the SCCWRP, immediately terminate the right of the SCCWRP to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the SCCWRP, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the SCCWRP's performance pursuant to the Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the SCCWRP as it could pursue in the event of default by the SCCWRP.

The SCCWRP shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the COUNTY OF LOS ANGELES on _____, 2002, and by SCCWRP on _____, 2002.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

ATTEST:

Dr. Stephen B. Weisberg

By _____
Executive Director
Southern California Coastal
Water Research Project

SPC:sw/ro/A:\aerial deposition.wpd